

BILL NO. S-75-08-48

SPECIAL ORDINANCE NO. S-176-75

AN ORDINANCE approving a contract with IRRIGATION
DESIGN & INSTALLATION for work on Fine Arts
Plaza Parking Lot

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

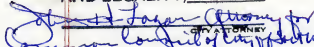
SECTION 1. That the contract dated August 15, 1975, between the
City of Fort Wayne, by and through its Mayor and the Board of Public Works
and IRRIGATION DESIGN AND INSTALLATION, for:

Resolution No. 5691-1975, for Fine Arts Plaza construction
Irrigation System in accordance with plans and specifications
for a total cost of \$7,900.00, all as more particularly set forth in said contract,
which is on file in the Office of the Board of Public Works, and is by reference
incorporated herein, made a part hereof and is hereby in all things ratified,
confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from
and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY, _____


City Attorney

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date:

8-26-75

Charles W. Westermon
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
BURNS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HINGA	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
KRAUS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
MOSES	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NUCKOLS	<u> </u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
SCHMIDT, D.	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT, V.	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
STIER	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TALARICO	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE:

9-9-75

Charles W. Westermon
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (~~Resolution~~) No. S-176-75 on the 9th day of September, 1975.

ATTEST:

(SEAL)

Charles W. Westermon
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of September, 1975, at the hour of 10:00 o'clock M., E.S.T.

Charles W. Westermon
CITY CLERK

Approved and signed by me this 11th day of September, 1975, at the hour of 2:00 o'clock M., E.S.T.

James Stier
MAYOR

Bill No. S-75-08-48

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

approving a contract with IRRIGATION DESIGN & INSTALLATION for
work on Fine Arts Plaza Parking Lot.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman
Eugene Kraus, Jr. - Vice-Chairman
William Hinga
John Huckols
Donald J. Schmidt

Winfield C. Moses, Jr.
Eugene Kraus, Jr.
William T. Hinga
John Huckols
D. Schmidt

DATE 9-9-75 - CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

June 9, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen & Mrs. Schmidt:

Contracts have been let for the improvement of the Fine Arts Parking Lot project as follows:

Bid I	- General Construction - Hipskind Asphalt	\$124,626.80
Bid II	- Landscaping	
	- Lawn & Turf	\$ 24,463.31
✓ Bid III	- Irrigation	
	- Irrigation Design & Installation	\$ 7,900.00

Due to the urgency for permitting the contractors to proceed, the Board of Works requests a "Prior Approval" of the awards.

Copy of Bid Tabulation is attached.

A Special Ordinance will be submitted for formal approval as soon as contracts are processed.

EXPLANATION:

According to Agreement between the City and the Fine Arts Foundation, the Fine Arts shall advance \$50,000 to the City as their preliminary payment on this project. The balance plus 6% simple interest shall be reimbursed to the City from revenues derived by Fine Arts from parking meters and lease parking.

Sincerely,

BOARD OF PUBLIC WORKS

Carl C. O'Neal

/bt

Attachment
cc: Mayor

Carl C. O'Neal
[Signature]

June 9, 1975

Fine Arts Parking Lot "Prior Approval"

APPROVED:

Lawrence Wilson Jr. William T. King James S. Hite
905 Schmidt Paul W. Brown Thomas J. Schmidt
Samuel J. Talano Eugene Kraus

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Philip C. Westerman
City Clerk

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER

FORT WAYNE INDIANA

RES. NO. 56.91-1975

MATERIAL

CONTRACTORS

ESTIMATE

EXTENSION

Signification Design & Installation	
UNIT BID	TOTAL BID

UNI-
BIDTOTAL
BIDUNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BID

STREETS—ALLEYS—SIDEWALKS
UAN UNIT MATERIAL

Long Term (complete Irrigation System
Installation PER PLANS
(incl. materials, labor, &
multi-day time.)

7,400.00

7700.00

7,900.00

Total

7400.00

7,900.00

CONTRACT

This Agreement, made and entered into this _____ day of _____, 19____

by and between -----IRRIGATION DESIGN AND INSTALLATION-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Res. No. 5691-1975, for Fine Arts Plaza Construction - Bid #3 - Irrigation System (all in accordance with plans and specifications attached).

by grading and paving the roadway to a width of _____ feet, with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5691-1975 and at the following price, per lineal foot -----

at the following prices:

Complete Irrigation System
Installation per Plans
(Incl. Materials, Labor,
and Machinery Time)

Seven thousand nine hundred
dollars and no cents, per
lump sum

7,900.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No 5691-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before September 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 1975 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 15th day of August, 1975

IRRIGATION DESIGN AND INSTALLATION

BY: Paul T. Smith

ITS: Owner

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we -----

----- IRRIGATION DESIGN AND INSTALLATION ----- Contractors

as principal, and The Western Casualty and Surety Company

----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Seven Thousand
Nine Hundred Dollars and No Cents-----

----- (\$7,900.00.)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

----- IRRIGATION DESIGN AND INSTALLATION -----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a
----- Pavement

~~XX~~ ----- ~~XXXXXX~~ Res. No. 5691-1975, for Fine
Arts Plaza Construction - Bid #3 - Irrigation System (all in accordance with
plans and specifications attached).

----- according to certain plans and specifications, and
for a period of three (3) years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

IRRIGATION DESIGN AND INSTALLATION----- shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 15th day of August.

IRRIGATION DESIGN AND INSTALLATION (SEAL)

BY: Neil T. Smith (SEAL)

ITS: Owner (SEAL)

Approved this ----- day of -----

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Known All Men by These Presents, That we-----

-----IRRIGATION DESIGN AND INSTALLATION-----

as principal, and The Western Casualty and Surety Company

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Seven

Thousand Nine Hundred Dollars and No Cents-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$7,900.00.)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this ----- day of -----

IRRIGATION DESIGN AND INSTALLATION (SEAL)

BY: ----- (SEAL)

ITS: ----- (SEAL)

----- (SEAL)

Approved this ----- day of -----

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

JUNE 16, 1975

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



THE WESTERN CASUALTY AND SURETY COMPANY
THE WESTERN FIRE INSURANCE COMPANY
HOME OFFICE-FORT SCOTT, KANSAS 66701

CERTIFICATE OF INSURANCE

To BOARD OF PUBLIC WORKS

THIS CERTIFICATE IS NOT A CONTRACT OF INSURANCE
NOR IS IT AN ENDORSEMENT TO POLICIES LISTED BELOW.

CITY OF FORT WAYNE

FORT WAYNE, INDIANA

This certificate of insurance is not valid unless it is signed by a duly authorized representative.

This is to certify that the following described policy or policies (as indicated by specific entry herein) are in force as of the date below.

Name of Insured Irrigation, Design and Installation

Description of Work Irrigation system

Location of Work Fine Arts Plaza Construction - Irrigation System - Fort Wayne, Indiana

FORM OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY	Coverage is not provided for items below unless indicated by "x":
Workmen's Compensation Employer's Liability General Liability "x" indicated Form of Insurance <input type="checkbox"/> Comprehensive General <input type="checkbox"/> Manufacturers' and Contractors' <input type="checkbox"/> Owners', Landlords' and Tenants' <input type="checkbox"/> Completed Operations - Products <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual	WC 614095	2/1/76	Fully complies with State-Law \$100,000 Bodily Injury each \$ _____ occurrence aggregate \$ _____ aggregate Property Damage each \$ _____ occurrence aggregate \$ _____ aggregate	<input type="checkbox"/> "x" blasting or explosion <input type="checkbox"/> "c" collapse <input type="checkbox"/> "u" underground damage <input type="checkbox"/> "d" underground resources <input type="checkbox"/> "e" blowout or cratering
Excess Liability Policy			each \$ _____ occurrence \$ _____ aggregate	Subject to underlying policies and retention.
Automobile Liability			Bodily Injury each \$ _____ person each \$ _____ occurrence Property Damage each \$ _____ occurrence	<input type="checkbox"/> All owned automobiles <input type="checkbox"/> Hired and non-owned automobiles <input type="checkbox"/> Specified Automobiles as listed below:

The inclusion of any indemnity clause in this certificate is for information only. The inclusion neither affirmatively nor negatively omends, extends or alters the contractual liability afforded by the policy or policies enumerated herein.

Date June 20, 1975

By [Signature]
Van Kirk Insurance New Haven, Indiana
Van Kirk Insurance Agency
(City) (State and Zip Code) (Agency)

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE—FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee."

**Richard VanKirk or Richard F. Ritter
of New Haven, Indiana**

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

**Any and all bonds and undertakings in penalty
not exceeding the sum of Two Hundred Fifty
Thousand and No/100 (\$250,000.00) Dollars Each.**

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 12th day of July, 19 74

THE WESTERN CASUALTY AND SURETY COMPANY

By

V. J. O'Gorek
Vice President



STATE OF KANSAS
COUNTY OF BOURBON ss

On this 12th day of July, A. D., 19 74, before the subscriber, a Notary Public in the State of Kansas in and for the County of Bourbon, duly commissioned and qualified, came V. J. O'Gorek, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to be said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My commission expires September 5, 1976

Notary Signature
Notary Public.



I, H. E. DuVall, Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this 20th day of June, 19 75.

H. E. DuVall
Assistant Secretary.



FINE ARTS PLAZA CONSTRUCTION

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana entered into an agreement with the Fort Wayne Fine Arts Foundation, Inc. covering construction and maintenance of the Fine Arts Plaza, and

WHEREAS, said agreement covers the property owned by Fort Wayne Fine Arts Foundation, Inc. bounded by Lafayette Street, Main Street, Barr Street Extended and the Norfolk & Western Railroad Elevation, and

WHEREAS, the Board of Public Works has caused to be prepared engineering plans and specifications for the construction of said plaza, and

WHEREAS, the Board of Public Works desires to obtain bids for said work.

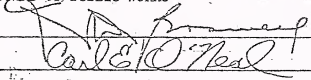
NOW, THEREFORE, be it resolved by the Board of Public Works that bids shall be received for the following contracts:

1. All excavation, drainage, catch basin and sewer pipe, grading, paving, curbing and labor for installation of lighting. Parking stall striping shall be included as a deductive alternative.
2. All labor and materials necessary for the landscaping, including top soil, shrubs, trees, grass, etc. pursuant to plans and specifications.
3. All labor and materials necessary for the irrigation system as shown on plans and specifications.

It is hereby found by said Board of Public Works that no special assessment will accrue to any property owner adjoining said improvement. The cost of said improvement shall be paid as providing for in the agreement between this Board and the Fort Wayne Fine Arts Foundation, Inc.

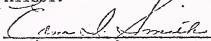
Adopted this _____ day of May, 1975.

BOARD OF PUBLIC WORKS



Carl E. O'Neal

ATTEST:



Clerk

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with Irrigation Design & Installation in
amount of \$7,900.00 for irrigation work on Fine Arts Plaza parking lot, Resolution
5691-1975.

SEE "PRIOR APPROVAL" AND BID TABULATION ATTACHED

EFFECT OF PASSAGE Irrigation work completed for parking lot

EFFECT OF NON-PASSAGE SEE PRIOR APPROVAL

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$7,900.00

ASSIGNED TO COMMITTEE

Bd of Wks